EVENT LIABILITY RELEASE WAIVER

Last Name:_____ **First Name:**_____
Street Address:_____
City:_____
State:_____ **Zip:**_____

Release and Waiver of Liability/Assumption of Risk and Indemnity Agreement
(Please read and review carefully before signing)

In consideration of being permitted to officiate, observe, work for, or participate in any way in any Downtown in December event or activities, including Chesapeake Energy Snow Tubing at Chickasaw Bricktown Ballpark herein referred to as EVENT, I, for myself, below named minors, my personal representatives, heirs and next of kin:

1. **Hereby RELEASE, WAIVE, and DISCHARGE Downtown OKC, Inc. or Downtown in December the promoters, participants, sanctioning organizations or any affiliate, subsidiary or subdivision thereof, sponsors, advertisers, owners and lessees of premises used to conduct the Event, premises and event inspectors, surveyors, underwriters, consultants and others who give recommendations, directions, or instructions or engage in risk evaluation or less control activities regarding the premises or EVENT and for each of them, their directors, officers, agents, members, and employees, all for the purposes herein referred to as "RELEASEES," FROM ALL LIABILITY TO ME, the below named minors my personal representatives, assigns, heirs, and next of kin FOR ANY AND ALL LOSS OR DAMAGE, AND ANY CLAIM OR DEMANDS THEREFORE ON ACCOUNT OF INJURY TO THE PERSON OR PROPERTY OR RESULTING IN THE DEATH OF THE UNDERSGINED ARISING OUT OF OR RELATED TO THE EVENTS, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE. In addition, I COVENANT NOT TO SUE any of the RELEASEES based upon any claim arising out of any of the EVENT.**
2. **Hereby ASSUME FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE arising out of or related to the EVENT whether caused by the NEGLIGENCE OF RELEASEES or otherwise.**
3. **Hereby AGREE TO IDEMNIFY AND SAVE AND HOLD HARMLESS THE RELEASEES and each of them from any loss, liability, damage, or cost they may incur due to claims brought against the RELEASEES arising out of my injury, or death, or damage to my property while I am in the EVENT AREA and/or while participating in the EVENT and whether caused by the negligence of the RELEASEES or otherwise.**
4. **Hereby acknowledge that outdoor snow tubing events are POTENTIALLY VERY DANGEROUS and involve the risk of serious injury.**
5. **Hereby agree that this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement extends to all acts of negligence by the RELEASEES AND IS INTENDED TO BE AS BROAD AND INCLUSIVE AS IS PERMITTED BY THE LAWS OF THE State of Oklahoma and that if any portion thereof is held invalid, it is agreed that the balance shall, not withstanding, continue in full legal force and effect.**

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND IDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

_____	_____	_____
Signature	**Printed Name**	**Date**

MINOR RELEASE:

1. **I hereby give my permission and consent for the below named son/daughter/ward (the Minor) to attend and to participate in the event produced and administered by Downtown OKC, Inc.**
2. **I hereby, on behalf of myself and the below named Minor, ASSUME FULL RESPONSIBILITY for any risk of loss sustained by us arising out of or related to the events or activities whether caused by the negligence of the RELEASEES or otherwise.**

_____
Printed Name

_____
Printed Name

_____
Printed Name

_____
Printed Name